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8 Attorneys for Defendant
9 UNITED PARCEL SERVICE, INC.

7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**

10 JUSTIN SCHREIBER, an individual,

11 Plaintiff,

12 v.

13 UNITED PARCEL SERVICE, INC., an
14 Ohio Corporation; and DOES 1-10,
15 inclusive,

16 Defendants.

17 Case No.: 2:22-cv-07740-RS WL-RAO

18 **DEFENDANT UNITED PARCEL
19 SERVICE, INC.'S STIPULATION
20 AND PROTECTIVE ORDER**

21 District Judge: Ronald S. W. Lew
22 Magistrate Judge: Rozella A. Oliver

23 Complaint filed: September 8, 2022
24 Trial date: February 27, 2024

25 1. **PURPOSES AND LIMITATIONS**

26 Disclosure and discovery activity in this action are likely to involve production
27 of confidential, proprietary, or private information for which special protection from
28 public disclosure and from use for any purpose other than prosecuting this litigation
may be warranted. Accordingly, the parties hereby stipulate to and petition the court to
enter the following Stipulated Protective Order. The parties acknowledge that this
Order does not confer blanket protections on all disclosures or responses to discovery
and that the protection it affords from public disclosure and use extends only to the
limited information or items that are entitled to confidential treatment under the
applicable legal principles. The parties further acknowledge, as set forth in Section

1 12.3, below, that this Stipulated Protective Order does not entitle them to file
2 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
3 that must be followed and the standards that will be applied when a party seeks
4 permission from the court to file material under seal.

5 2. DEFINITIONS

6 2.1 Challenging Party: a Party or Non-Party that challenges the designation
7 of information or items under this Order.

8 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how
9 it is generated, stored or maintained) or tangible things that qualify for protection under
10 Federal Rule of Civil Procedure 26(c).

11 2.3 Counsel (without qualifier): Outside Counsel of Record and House
12 Counsel (as well as their support staff).

13 2.4 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 2.5 Disclosure or Discovery Material: all items or information, regardless of
17 the medium or manner in which it is generated, stored, or maintained (including, among
18 other things, testimony, transcripts, and tangible things), that are produced or generated
19 in disclosures or responses to discovery in this matter.

20 2.6 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
22 expert witness or as a consultant in this action.

23 2.7 House Counsel: attorneys who are employees of a party to this action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.8 Non-Party: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.

1 2.9 Outside Counsel of Record: attorneys who are not employees of a party to
2 this action but are retained to represent or advise a party to this action and have
3 appeared in this action on behalf of that party or are affiliated with a law firm which
4 has appeared on behalf of that party.

5 2.10 Party: any party to this action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this action.

10 2.12 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
13 their employees and subcontractors.

14 2.13 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL.”

16 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only Protected
20 Material (as defined above), but also (1) any information copied or extracted from
21 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
22 Material; and (3) any testimony, conversations, or presentations by Parties or their
23 Counsel that might reveal Protected Material. However, the protections conferred by
24 this Stipulation and Order do not cover the following information: (a) any information
25 that is in the public domain at the time of disclosure to a Receiving Party or becomes
26 part of the public domain after its disclosure to a Receiving Party as a result of
27 publication not involving a violation of this Order, including becoming part of the
28 public record through trial or otherwise; and (b) any information known to the

1 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
2 disclosure from a source who obtained the information lawfully and under no
3 obligation of confidentiality to the Designating Party. Any use of Protected Material at
4 trial shall be governed by a separate agreement or order.

5 **4. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
8 in writing or a court order otherwise directs. Final disposition shall be deemed to be
9 the later of (1) dismissal of all claims and defenses in this action, with or without
10 prejudice; and (2) final judgment herein after the completion and exhaustion of all
11 appeals, rehearings, remands, trials, or reviews of this action, including the time limits
12 for filing any motions or applications for extension of time pursuant to applicable law.

13 **5. DESIGNATING PROTECTED MATERIAL**

14 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
15 Each Party or Non-Party that designates information or items for protection under this
16 Order must take care to limit any such designation to specific material that qualifies
17 under the appropriate standards. The Designating Party must designate for protection
18 only those parts of material, documents, items, or oral or written communications that
19 qualify – so that other portions of the material, documents, items, or communications
20 for which protection is not warranted are not swept unjustifiably within the ambit of
21 this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations
23 that are shown to be clearly unjustified or that have been made for an improper purpose
24 (e.g., to unnecessarily encumber or retard the case development process or to impose
25 unnecessary expenses and burdens on other parties) expose the Designating Party to
26 sanctions.

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1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
6 or ordered, Disclosure or Discovery Material that qualifies for protection under this
7 Order must be clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) For information in documentary form (e.g., paper or electronic documents,
10 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
11 Producing Party affix the legend "CONFIDENTIAL" to each page that contains
12 protected material. If only a portion or portions of the material on a page qualifies for
13 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
14 by making appropriate markings in the margins).

15 A Party or Non-Party that makes original documents or materials available for
16 inspection need not designate them for protection until after the inspecting Party has
17 indicated which material it would like copied and produced. During the inspection and
18 before the designation, all of the material made available for inspection shall be deemed
19 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
20 copied and produced, the Producing Party must determine which documents, or
21 portions thereof, qualify for protection under this Order. Then, before producing the
22 specified documents, the Producing Party must affix the "CONFIDENTIAL" legend
23 to each page that contains Protected Material. If only a portion or portions of the
24 material on a page qualifies for protection, the Producing Party also must clearly
25 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

26 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
27 the Designating Party identify on the record, before the close of the deposition, hearing,
28 or other proceeding, all protected testimony.

1 (c) for information produced in some form other than documentary and for any
2 other tangible items, that the Producing Party affix in a prominent place on the exterior
3 of the container or containers in which the information or item is stored the legend
4 "CONFIDENTIAL." If only a portion or portions of the information or item warrant
5 protection, the Producing Party, to the extent practicable, shall identify the protected
6 portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
8 failure to designate qualified information or items does not, standing alone, waive the
9 Designating Party's right to secure protection under this Order for such material. Upon
10 timely correction of a designation, the Receiving Party must make reasonable efforts
11 to assure that the material is treated in accordance with the provisions of this Order.

12 | P a g e | 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
14 designation of confidentiality at any time. Unless a prompt challenge to a Designating
15 Party's confidentiality designation is necessary to avoid foreseeable, substantial
16 unfairness, unnecessary economic burdens, or a significant disruption or delay of the
17 litigation, a Party does not waive its right to challenge a confidentiality designation by
18 electing not to mount a challenge promptly after the original designation is disclosed.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process by providing written notice of each designation it is challenging and
21 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
22 has been made, the written notice must recite that the challenge to confidentiality is
23 being made in accordance with this specific paragraph of the Protective Order. The
24 parties shall attempt to resolve each challenge in good faith and must begin the process
25 by conferring directly (in voice to voice dialogue; other forms of communication are
26 not sufficient) within 14 days of the date of service of notice. In conferring, the
27 Challenging Party must explain the basis for its belief that the confidentiality
28 designation was not proper and must give the Designating Party an opportunity to

1 review the designated material, to reconsider the circumstances, and, if no change in
2 designation is offered, to explain the basis for the chosen designation. A Challenging
3 Party may proceed to the next stage of the challenge process only if it has engaged in
4 this meet and confer process first or establishes that the Designating Party is unwilling
5 to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
court intervention, the Designating Party shall file and serve a motion to retain
confidentiality under the civil local rules (and in compliance with Civil Local Rule 79-
5, if applicable) within 21 days of the initial notice of challenge or within 14 days of
the parties agreeing that the meet and confer process will not resolve their dispute,
whichever is earlier. Each such motion must be accompanied by a competent
declaration affirming that the movant has complied with the meet and confer
requirements under Local Rule 37.1 and imposed in the preceding paragraph. Failure
by the Designating Party to make such a motion including the required declaration
within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
designation for each challenged designation. In addition, the Challenging Party may
file a motion challenging a confidentiality designation at any time if there is good cause
for doing so, including a challenge to the designation of a deposition transcript or any
portions thereof. Any motion brought pursuant to this provision must be accompanied
by a competent declaration affirming that the movant has complied with the meet and
confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on the
Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
to harass or impose unnecessary expenses and burdens on other parties) may expose
the Challenging Party to sanctions. Unless the Designating Party has waived the
confidentiality designation by failing to file a motion to retain confidentiality as
described above, all parties shall continue to afford the material in question the level
28

1 of protection to which it is entitled under the Producing Party's designation until the
2 court rules on the challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this case
6 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
7 Material may be disclosed only to the categories of persons and under the conditions
8 described in this Order. When the litigation has been terminated, a Receiving Party
9 must comply with the provisions of section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
16 only to:

17 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
18 employees of said Outside Counsel of Record to whom it is reasonably necessary to
19 disclose the information for this litigation and who have signed the “Acknowledgment
20 and Agreement to Be Bound” that is attached hereto as Exhibit A;

21 (b) the officers, directors, and employees (including House Counsel) of the
22 Receiving Party to whom disclosure is reasonably necessary for this litigation and who
23 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
25 is reasonably necessary for this litigation and who have signed the “Acknowledgment
26 and Agreement to Be Bound” (Exhibit A);

27 (d) the court and its personnel;

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1 (e) court reporters and their staff, professional jury or trial consultants, mock
2 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
3 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
4 (Exhibit A);

5 (f) during their depositions, witnesses in the action to whom disclosure is
6 reasonably necessary. Pages of transcribed deposition testimony or exhibits to
7 depositions that reveal Protected Material must be separately bound by the court
8 reporter and may not be disclosed to anyone except as permitted under this Stipulated
9 Protective Order;

10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information;

12 (h) any private mediator and/or the mediator's staff, so long as both parties have
13 agreed to mediate with said mediator.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

19 (a) promptly notify in writing the Designating Party. Such notification shall
20 include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order to
22 issue in the other litigation that some or all of the material covered by the subpoena or
23 order is subject to this Protective Order. Such notification shall include a copy of this
24 Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to be pursued by
26 the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action

1 as “CONFIDENTIAL” before a determination by the court from which the subpoena
2 or order issued, unless the Party has obtained the Designating Party’s permission. The
3 Designating Party shall bear the burden and expense of seeking protection in that court
4 of its confidential material – and nothing in these provisions should be construed as
5 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
6 from another court.

7 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
8 **IN THIS LITIGATION**

9 (a) The terms of this Order are applicable to information produced by a Non-
10 Party in this action and designated as “CONFIDENTIAL.” Such information produced
11 by Non-Parties in connection with this litigation is protected by the remedies and relief
12 provided by this Order.

13 Nothing in these provisions should be construed as prohibiting a Non-Party from
14 seeking additional protections.

15 (b) In the event that a Party is required, by a valid discovery request, to produce
16 a Non-Party’s confidential information in its possession, and the Party is subject to an
17 agreement with the Non-Party not to produce the Non-Party’s confidential information,
18 then the Party shall:

19 (1) promptly notify in writing the Requesting Party and the Non-Party that
20 some or all of the information requested is subject to a confidentiality agreement with
21 a Non-Party;

22 (2) promptly provide the Non-Party with a copy of the Stipulated
23 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
24 specific description of the information requested; and

25 (c) If the Non-Party fails to object or seek a protective order from this court
26 within 14 days of receiving the notice and accompanying information, the Receiving
27 Party may produce the Non-Party’s confidential information responsive to the
28 discovery request. If the Non-Party timely seeks a protective order, the Receiving Party

1 shall not produce any information in its possession or control that is subject to the
2 confidentiality agreement with the Non-Party before a determination by the court.
3 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
4 of seeking protection in this court of its Protected Material.

5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
7 Protected Material to any person or in any circumstance not authorized under this
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
9 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
10 all unauthorized copies of the Protected Material, (c) inform the person or persons to
11 whom unauthorized disclosures were made of all the terms of this Order, and (d)
12 request such person or persons to execute the “Acknowledgment and Agreement to Be
13 Bound” that is attached hereto as Exhibit A.

14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
15 **PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other protection,
18 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
20 may be established in an e-discovery order that provides for production without prior
21 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
22 parties reach an agreement on the effect of disclosure of a communication or
23 information covered by the attorney-client privilege or work product protection, the
24 parties may incorporate their agreement in the stipulated protective order submitted to
25 the court.

26 **12. MISCELLANEOUS**

27 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any
28 person to seek its modification by the court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. Without written permission from the
7 Designating Party or a court order secured after appropriate notice to all interested
8 persons, a Party may not file in the public record in this action any Protected Material.
9 A Party that seeks to file under seal any Protected Material must comply with Civil
10 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
11 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
12 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
13 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
14 entitled to protection under the law. If a Receiving Party's request to file Protected
15 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
16 Receiving Party may file the information in the public record pursuant to Civil Local
17 Rule 79-5 unless otherwise instructed by the court.

18 13. FINAL DISPOSITION

19 Within 60 days after the final disposition of this action, as defined in paragraph
20 4, each Receiving Party must return all Protected Material to the Producing Party or
21 destroy such material. As used in this subdivision, "all Protected Material" includes all
22 copies, abstracts, compilations, summaries, and any other format reproducing or
23 capturing any of the Protected Material. Whether the Protected Material is returned or
24 destroyed, the Receiving Party must submit a written certification to the Producing
25 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
26 deadline that (1) identifies (by category, where appropriate) all the Protected Material
27 that was returned or destroyed and (2) affirms that the Receiving Party has not retained
28 any copies, abstracts, compilations, summaries or any other format reproducing or

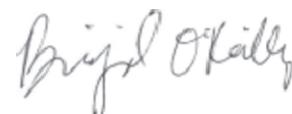
1 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
2 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
3 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits,
4 expert reports, attorney work product, and consultant and expert work product, even if
5 such materials contain Protected Material. Any such archival copies that contain or
6 constitute Protected Material remain subject to this Protective Order as set forth in
7 Section 4 (DURATION).

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9

10

11 DATED: May 30, 2023



12 Attorney for Plaintiff Justin Schrieber

13

14

DATED: May 30, 2023



15 Attorney for Defendant United Parcel
16 Service, Inc.

17

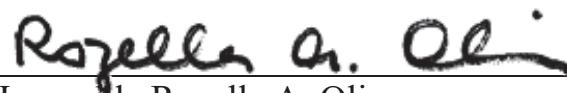
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PURSUANT TO STIPULATION, IT IS SO ORDERED.

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DATED: May 31, 2023



21 Honorable Rozella A. Oliver

22

United States Magistrate Judge

23

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1
2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of
5 [print or type full address], declare under penalty of perjury that
6 I have read in its entirety and understand the Stipulated Protective Order that was issued
7 by the United States District Court for the Central District of California on [date] in
8 the case of *Justin Schreiber v. United Parcel Service, Inc.*, 2:22-cv-07740-RSQL-
9 RAO. I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
12 that I will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for the
16 Central District of California for the purpose of enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of this
18 action.

19 I hereby appoint _____ [print or type full name] of
20 [print or type full address and
21 telephone number] as my California agent for service of process in connection with
22 this action or any proceedings related to enforcement of this Stipulated Protective
23 Order.

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27

28 Signature: _____

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on May 23, 2023, a true copy of this document was served by electronic mail upon all registered CM/ECF users, and by United States Postal Service upon all non-registered CM/ECF users in this case as indicated below:

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I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Robert D. Prine